narily not liable if they have used reasonable care in appointing officers, instituting systems of reports, and investigating the things that come under their observation.[5] They are justified in leaving the management to subordinates and they need not watch details.

As what is due care varies, therefore, with the circumstances of each case, it is impossible to formulate general rules which will cover all states of fact, but the tendency is toward a low standard except in a restricted class of cases.[6] Inasmuch as the directors are usually stockholders and interested in the enterprise, the corporation seldom suffers because of the leniency of the law; on the other hand a harsher rule would directly injure the corporation by making desirable men unwilling to serve.

ESTOPPEL AS TO PART OF A TRANSACTION. — It is probable that estoppel by conduct, rightly termed "equitable estoppel," had its beginnings in an injunction against the pleading of facts which it would be unconscionable to assert.[1] The doctrine, as often stated, is that when one person has made assertions, which he as a reasonable man should know will be acted upon and should know are false, to another who so acts upon them that the denial of their truth would cause him loss, the former is estopped from maintaining their falsity.[2] The rule, however, as thus stated, needs to be applied with caution. If A has changed his position upon the faith of B's misrepresentation, B should not be permitted to withdraw his words so as to rob A of the advantage he counted upon as arising from the change.[3] But unqualifiedly to estop him from proving the truth may often result in compelling him to assume losses incurred before his duty to speak the truth arose. This is to lose sight of the equitable nature of the proceeding. For example, A is bitten by a dog which B represents is his. When, however, A has brought action against him in tort he denies his ownership. A did not upon B's representation alter his relation to the original cause of action or to the actual wrongdoer, but with respect to a new matter, the costs of his suit. Hence the estoppel should go no further than to saddle B with those costs, as an injunction against pleading the truth should certainly be conditional upon their non-payment.[4] Similar principles apply where A discounts a bill with B's name forged upon it, and after he has paid part of the proceeds is told by B that the signature is genuine. In most jurisdictions there can be no ratification of a forgery. There may, however, be an estoppel, but this should extend only to what was done under the influence of B's representations.[5] Of course if B's representa-

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[5] Brannin *v.* Loving, 82 Ky. 370.

[6] See The North Hudson, etc., Ass'n *v.* Childs, 82 Wis. 460.

[1] See Horn *v.* Cole, 51 N. H. 287; 2 Pomeroy, Eq. Jurisp. 3d. ed., § 802.

[2] Horn *v.* Cole, *supra*; Pickard *v.* Sears, 6 Ad. & E. 469.

[3] Tobey *v.* Chipman, 13 Allen (Mass.) 123; Grissler *v.* Powers, 81 N. Y. 57, distinguishing Payne *v.* Burnham, 62 N. Y. 69.

[4] See Eikenberry *v.* Edwards, 67 Ia. 14; Phillipsburgh Bank *v.* Fulmer, 31 N. J. Law 52; *contra*, Robb *v.* Shephard, 50 Mich. 189; Stables *v.* Eley, 1. C. & P. 614, overruled in Smith *v.* Bailey, [1891] 2 Q. B. 403.

[5] Merrill *v.* Tyler, Seld. Notes (N. Y.); Bryce *v.* Clark, 16 N. Y. Supp 854; see DeMoss *v.* Economy, etc., Co., 74 Mo. App. 117; *contra*, Ewing *v.* Dominion Bank, 35 Can. L. Rep. 133, criticised in 19 HARV. L. REV. 113.

tions have caused A to delay in seeking relief against the forger of the bill who has consequently escaped or parted with his property, A may recover of B the amount advanced before the representation as well as after,[6] for here the position of A with respect to the entire matter has been altered, and the scope of the estoppel should be correspondingly widened. Some of these views, in substance, were recently expressed by the St. Louis (Mo.) Court of Appeals, which held that any liability of a principal based upon equitable estoppel, because of his failure to repudiate the contract of an agent acting beyond the scope of his authority, should extend only to such performance as took place after the duty to repudiate arose. *St. Louis Gunning Advertising Co.* v. *Wanamaker & Brown*, 90 S. W. Rep. 737. Some might be disposed to quarrel with the court's treatment of the vexed question of ratification by silence, but the opinion at least embodies a clearly expressed recognition of the true nature of equitable estoppel and of its proper limitations.

RECENT CASES.

ANIMALS — DAMAGE TO CHATTELS BY ANIMALS — RECOVERY FOR AS AGGRAVATION OF TRESPASS ON REALTY BY BEES. — The defendant's bees entered the plaintiff's close and therein stung to death the plaintiff's mules. The plaintiff brought trespass for the value of the mules, offering no proof of negligence. *Held*, that he cannot recover. *Petey Mfg. Co.* v. *Dryden*, 62 Atl. Rep. 1056 (Del. Superior Ct.).

The owner of a wild animal is commonly absolutely liable for its mischiefs. *Filburn* v. *Peoples Palace and Aqarium Co.*, 25 Q. B. 258. Though bees have been classified as wild animals for purposes of ownership, they are not so treated in fixing responsibility for their evil deeds. *Earl* v. *Van Alstine*, 8 Barb. (N.Y.) 630; *Cf. Parsons* v. *Manser*, 119 Iowa 88. This is reasonable, as they are no more prone to violence than many domestic animals, and their culture is too useful to be discouraged by imposing an insurer's liability. But in the principal case the bees were trespassing; and as a rule an owner is liable, irrespective of negligence, for his animals' trespasses on real property; all injury to chattels during the trespass being counted in aggravation of damage, even though the trespass itself be purely nominal. *Dolph* v. *Ferris*, 7 W. & S. (Pa.) 367; *cf. Van Leaven* v. *Lyke*, 1 N. Y. 515; *Loftus* v. *Ellis Iron Co.*, L. R. 10 C. P. 10. There is however, no absolute liability for the trespasses of dogs because their trespasses are not usually injurious to the realty. *Brown, Esq.*, v. *Giles*, 1 C. & P. 118. The same rule should obviously apply to bees, and if the owner is not to be held absolutely responsible for their trespasses on realty, *a fortiori* he should not be so held for incidental damage to personalty.

BANKRUPTCY — PARTNERSHIP AND INDIVIDUAL CLAIMS AND ASSETS — ADMINISTRATION OF NON-BANKRUPT PARTNER'S ESTATE. — A partnership was adjudged bankrupt, but some partners had not participated in the act of bankrupcy, and others, being in the exempt class, could not be adjudicated bankrupts. By an order of the court all the partners were required to turn over their property to the trustee of the partnership estate, to be administered as if each had been adjudged bankrupt. *Held*, that as an incident to the administration of the partnership estate, a court of bankruptcy may administer

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[6] Knights *v.* Wiffen, L. R. 5 Q. B. 660; Continental Bank *v.* National Bank, 50 N. Y. 575.